GOVERNMENT OF KERALA

Abstract

NATIONAL SAVINGS SCHEME—INTRODUCTION OF STANDARDISED AGENCY SYSTEM.

FINANCE DEPARTMENT

(NATIONAL SAVINGS DIRECTORATE)

G. O. (P) 304/60.

Dated, Trivandrum, 13th June 1960/23rd Jyaistha 1882.

Read :
1. G. P. Fin. (W/M)1–12558/54 dated 14–9–1954.
2. G. P. Fin. (W/M)3–30860/54 dated 29-1-1955.
3. G. P. Fin. (PD) 2-18513/57 dated 1-8-1957.
4. G. P. Fin. (PD) 2-12048/57 dated 28–9-1957.
5. G. O. (P) 136/58/Fin. dated 29-5-1958.
6. Letter No. F. 1 (53)-NS/57 dated 31-12-1959 from the Government of India, Ministry of Finance (Department of Economic Affairs), New Delhi.
7. Letter No. 1303/1 (1) CAC/60 dated 18-1-1960 from tha National Savings Commissioner.
8. Letter No. F. 1 (5)–NS/60 dated 20-5-1960 from the Ministry of Finance, Government of India.

ORDER

The question of rationalisation of the various agency systems under the National Savings Scheme had been under the consideration of the Government of India for some time. The Government of India have now decided to replace all the existing agency systems by one common agency system, which will be known as the Standardised Agency System. The new agency system will be generally on the same lines as the existing 'General Authorised Agency System' with the modifications indicated in this G. O.

2. The new system will come into force in the State from 1st October 1960. As the cancellation of all the existing agents and their re-appointment under the new system would cause a serious gap, it has been decided that the existing agencies may continue to run for an year from 1st October 1960 along with the Standardised Agency System. In order to avoid confusion

that might arise from the new and existing agencies running side by side, it is necessary to complete the process of bringing the existing agents under the new system as quickly as possible. Accordingly, the agents should be advised to switch over to the new system immediately. Further no fresh issue of receipt books under the existing agency systems should be made by the issuing authorities after 1st October, 1960. If the agent comes forward to get any one of his books replenished, he should be asked to surrender his entire unused stock of books and execute a fresh agreement under the new system and obtain the new receipt books from the Post Office. If after nine months from the introduction of the new Scheme, there still remains any agent under the existing systems, such agency shall be terminated by giving him three months' notice, so that after 30th September 1961, the existing agencies will be extinct and there will be only one agency system viz., the 'Standardised Agency System'.

3. The administrative control of the Scheme will as in the past continue to vest with the Government of India and the Kerala Government will co-operate with them in the furtherance of the movement. The salient features of the modified scheme and the procedure to be followed in implementing it are given in the Annexure to this order.

4. The following instructions are issued for the guidance of the Collectors and other Heads of Departments.

(1) *Appointing Authority* (i. e., the Authority competent to approve of the appointment of agents, to issue the certificate of authority and to execute the agreement on behalf of the President of India).—

The District Collectors, Revenue Divisional Officers, the Tahsildars and the Block Development Officers will be the appointing authorities. Scheduled Banks, will however, be appointed as agents by the National Savings Commissioner.

(2) *Issuing Authority.*—Post Offices will be the Issuing Authorities. For purpose of obtaining Receipt Books and claiming Commission, the agent will be attached to one Post Office only.

(3) *Checking and Paying Authorities.*—Post Offices will be the checking and paying authorities in respect of National Plan Savings Certificates. As regards Treasury Savings Deposit Certificates, the existing arrangement of claiming commission through the District authorities will continue.

(4) The forms of Certificates of Authority and forms of agreement will be supplied by the Regional National Savings Officer, Rose Cottage, Trivandrum-1, on indent, direct to the Collectors concerned.

5. With a view to review the progress of the National Savings Scheme, it is necessary to maintain properly the statistics regarding number of agents appointed, sales effected through them, commission paid, etc. A few forms have been prescribed for this purpose—Vide Annexure.

6. The District Collectors will maintain a Register of Authorised Agents in their Districts in form A. A. S. 9 and send a copy of the Register in respect of new appointments during the month to the Regional National Savings Officer, Trivandrum, every month to complete his records.

By order of the Governor,

P. S. PADMANABHAN,
Finance Secretary.

To

All Heads of Departments
All District Collectors
The Accountant General
The Secretary, Board of Revenue
The Secretary, Public Service Commission
The Registrar, High Court, Ernakulam (with C. L.)
All Revenue Divisional Officers
All Tahsildars
All Block Development Officers

Copy to:

The Joint Secretary to the Government of India, Ministry of Finance (Department of Economic Affairs), New Delhi (with C. L.)

The Postmaster-General, Madras

The National Savings Commissioner, P. B. 96, Nagpur

The Regional National Savings Officer, Rose Cottage, Trivandrum.

ANNEXURE

EXECUTIVE INSTRUCTIONS RELATING TO THE STANDARDIZED AGENCY SYSTEM

1. *Introductory.*—The question of rationalisation of various agency systems under the Small Savings Scheme has been considered by the Government of India and it has been decided to replace all the existing agency systems by one common agency system both for Urban and Rural areas. The new system will be called the "Standardised Agency System".

2. *Date of introduction.*—The 'Standardised Agency system' will come into force with effect from the 1st October 1960. All appointments on and after the 1st October, 1960 should be made only under the S. A. S.

As the cancellation at a time of the agencies of all the existing agents numbering over 90,000 and their reappointment under the new system would cause a serious gap, it has been decided that the existing agencies may continue to run for one year from the 1st October, 1960 along with the Standardised Agency Scheme. It would, however, be necessary to ensure that the appointment of new agents on or after the 1st October, 1960 is made only under the new scheme. In order to avoid confusion that might arise from the new and the existing agencies running side by side, it is desirable to complete the process of bringing the existing agents under the new system as quickly as possible. Accordingly, the agents may be advised to switch over to the new system immediately. Further no fresh issue of receipt books under the existing agency schemes should be made by the Treasuries after the 1st October, 1960. If the agent comes forward to get any one of his books replenished, he should be asked to surrender his entire unused stock of books and execute a fresh agreement under the new system and obtain the new receipt books from the post office. If, after nine months from the introduction of the new scheme there still remain any agents under the existing systems, their agencies should be terminated by giving them three months, notice so that after 30th September 1961, the existing agencies will be extinct and there will be only one agency system viz. the 'Standardised Agency System'.

3. *Scope of the agency.*—The agency will at present be confined to the sale of 12-Year National Plan Savings Certificates and 10-ear Treasury Savings Deposit Certificates. It may be extended to such other Small Savings Securities as may be notified by the Government of India from time to time as being saleable through Authorised Agents.

4. *Eligibility.*— Individuals, E. D. B. P. Ms., registered Co-operative Societies, Scheduled Banks, registered Social Services Organisation, Universities, Gram Panchayats and institutions specially approved by the Government will be eligible for appointment as authorised agents. An individual selected for

appointment should be a person of substance having wide contacts, and sufficiently educated to transact the agency business. He/She must be a person of integrity, preferably owning some immovable property or well-known locally or vouched for by a person owning property or otherwise well-known to the local authorities. Non-gazetted employees of the Central and State Governments are eligible for appointment as Internal Agents on the recommendation of the head of the office concerned.

The agency shall not be granted to (a) employees or near relatives of the National Savings Organisation of the Government of India b) employees and Treasury and Mail Contractors (together with their employees and agents) of the Posts and Telegraphs Department and the near relatives of all these categories of persons (c) Central and State Government employees except when they are appointed Internal Agents. Where appointment of certain categories of State Government employees has been made earlier as Agent and the Government of India has approved of them, the above restriction will not apply.

As regards Co-operative Societies (which term includes Central, District and Appex Co-operative Banks) only those societies will be appointed agents, which are recommended by the Registrar of Co-operative Societies. For the purposes of these instructions 'Scheduled Banks' will be only such banks as are included in the second schedule to the Reserve Bank of India Act.

5. *Application for Appointment.*—An individual desirous of being appointed authorised agent will make an application to the Appointing Authority in Form A. A. S. 1. Firms, Companies, Institutions, Co-operative Societies, Organisations etc., will apply in Form A. A. S. 2. For certain categories of institutional agents provisions have been made for addition of authorised workers within the maximum permissible limit at any time after the appointment of an agent organisation (*vide* Form A. A. S. 2A) and also for cancellation, at the request of the agent-organisation, of the certificate of Authority of one or more of the authorised workers (Form A. A. S. 2B)

The solvency of the sureties will be verified by the Appointing Authority concerned to their satisfaction. The verification should be completed as far as possible within a week of the receipt of the application.

6. *Security.*—The security terms on which the agents may be appointed under the Standardised Agency System and the value of the receipt books to be issued to them will be as under:—

(i) Security of Rs. 2,000 or two sureties for Rs. 2,000 each or one surety of a bank for Rs. 4,000. The value of receipt books will be Rs 45,000 plus two sets of crossed cheque receipt books of Rs. 100, Rs. 1,000 and Rs. 5,000 denominations.

(ii) Security of Rs. 1,000 or two sureties of Rs. 1,000 each or one surety of a bank for Rs. 2,000. The value of receipt books will be Rs. 20,000 plus two sets of crossed cheque receipt books of Rs. 100, Rs. 1,000 and Rs. 5,000 denominations.

(iii) Security of Rs. 100. The value of receipt books will be Rs. 5,000. However, agent-organisations appointed under the erstwhile Womens' Savings Campaign and registered Social Service Organisations appointed hereafter may be given receipt books of the value of Rs. 20,000 and crossed cheque receipt books of Rs. 25,000 for each authorised worker.

(iv) *Exempted Categories.*—(i) No security or surety will be required from scheduled banks and Co-operative Societies including Co-operative banks. The value of receipt books will be Rs. 45,000 plus two sets of crossed cheque receipt books of Rs. 100, Rs. 1000 and Rs. 5,000 denominations.

(v) No security will be taken from members of the non-gazetted staff appointed as internal agents in Government Offices, and other officials who have been specifically exempted from furnishing security by orders of the Government of India issued from time to time. The value of receipt books will be Rs. 5,000 plus one crossed cheque receipt book of Rs. 1,000 denomination.

NOTE.—The security will be either in cash or in the form of Government sureties. Personal sureties should be accepted only in the case of individuals appointed as Agents. Surety of a non-scheduled bank should be accepted only with the approval of the Reserve Bank of India. The head of account under which the cash securities will be deposited by the Authorised Agents to be appointed under the Standardized Agency System is "S—Deposits and Advances—Part II—Deposits not bearing Interest—(C)—Other Deposit Accounts—Civil Deposits—Revenue Deposits (Central)".

7. *Agreement.*—There will be two types of Agreement, one for individuals furnishing personal sureties (Form A. A. S. 3) and the other for all classes of agents who furnish security or for whom no security is prescribed (Form A. A. S. 4). The Agreements will be signed by the Appointing Authorities on behalf of the President. The agreement shall be initially for a period of three years and thereafter it may be renewed for further periods not exceeding three years at a time. The Agreement provides for recovery of the amounts due from an agent and his sureties in the same manner as an arrear of land revenue. It may be noted that banks are not to be appointed as agents for the sale of Treasury Savings Deposit Certificates.

In cases in which an agent gives a bank as surety, it should be ensured that the Agreements, etc. are signed by the person duly authorised to execute documents on behalf of the bank.

Agreements will be executed in duplicate. The original will be retained along with the pledged securities by the Appointing Authority and the duplicate by the Agent himself/itself.

8. *Execution of Agreement by old Agents*.—As the new agency constitutes a new contract, the old agents, who apply for new agency, are required to execute new agreement and furnish the requisite security or sureties. Before the new Agreement is entered into the solvency of the sureties should be verified by the Appointing Authority.

9. *Execution of Agreement by Scheduled Banks.*—The competent authority in the Head Office of a scheduled bank will enter into an agreement on its behalf and on behalf of its branches, with the National Savings Commissioner, who will be the Appointing Authority in their case.

10. *Execution of Agreement by organisation*.—The organisation appointed as agent will execute an agreement in the prescribed form (form A.A.S 4) which will be signed by its office bearers, duly authorised by a resolution passed by the organisation in this behalf. Only one agreement may be executed in the same State. If an organisation has branches in more than one State, separate application and agreement will be required in respect of branches in each State. In such cases the agreement shall be executed with the Appointing Authority of the State concerned by the parent organisation. In special cases, however, a branch /affiliated society, may, itself make an application and execute an agreement, provided the branch /affiliated society is itself a registered body and has the authority of its head office/parent organisation, to execute such agreements.

11. *Stamp Duty.*—The Stamp Duty on the Agreement will be payable by the Government.

12. *Certificate of authority.*—The Agents will be issued one consolidated certificate of Authority in the form A. A. S. 5 in the case of individuals and in A. A. S. 6 in favour of institutions, banks, etc. for the sale of National Plan Savings Certificate, Treasury Savings Deposit Certificates and any other security that may be thrown open for sale to them from time to time.

As regards Scheduled Banks, a single Certificate of Authority will be issued in favour of its head office, which has executed the Agreement. The Banks shall not be appointed as agents for the sale of T. S. D. Cs.

13. *Life Certificate of Sureties.*—In the case of an agent furnishing personal sureties the Appointing Authority will obtain from him annually a certificate that the sureties are alive.

14. *Affixing of photo on the Certificate of Authority.*—The requirement of affixing photo on the certificate of authority has been waived in the case of Government servants appointed as internal agents in offices; Extra Departmental Branch Post Masters, Institutional Agents where the authorised workers are liable to change frequently and in the case of agents in rural areas where adequate facilities for photographs do not exist.

15. *Extra Departmental Branch Postmaster Agents:*—The existing procedure, as laid down in the Director General's Post Office Circular No. 95, dated Friday, the 7th March 1952, for dealing with applications for purchase of National Plan Savings Certificates and drawal of commission by these agents from the departmental cash balance will continue to operate under the Standardised Agency System with the modification that, instead of the National Savings Commissioner, the Appointing Authorities will be the State Authorities.

16. *Authorised Workers attached to Institutions etc.*—All institutions including social service organisations appointed as agents may be allowed to work through authorised workers who may not exceed six in number. Each authorised worker will be given a Certificate of authority which will primarily be issued in the name of the institution/organisation and contain the name and address and specimen signatures of the workers.

17. *Minimum Guarantee.*—There will be no condition regarding minimum guaranteed business under the S. A. S. but inactive agents should be weeded out after periodical reviews. Agreements of inactive agents and of Agents whose sureties do not continue to be solvent and are otherwise unacceptable should not be renewed.

18. *Field of operation*—Under the Standardised Agency System an Agent will be allowed to canvass investments throughout the State in which he is appointed, provided he complies with the prescribed formalities in regard to acquittance of the investor on the receipt books, etc. The Agent will, however, be attached to not more than three post offices falling under a single Head Post Office for the purpose of purchasing Certificates saleable through post offices.

The above concession will not, however, apply to Government servants appointed as internal agents whose scope will be limited to canvassing amongst employees who are either working or have retired from the same office and their family members. He may also be allowed to canvass the staff of other neighbouring offices provided (a) no similar agent is functioning in such offices,

(b) the administrative heads of such offices agree to the agents of other offices functioning in their offices, and

(c) the administrative heads of offices in which such agents are employed agree to their working in other offices. These agents will, however, continue to be attached for transaction of business to one post office only, as at present.

With a view to ensure that investments have been secured by the Government servants appointed as agents from persons of eligible categories only, the Checking Authorities should obtain a certificate from the Government employee on the counter-foil of the receipt that the applicant is a member of the family indicating his/her relationship to him.

NOTE.—The term 'family' will include the employee's wife, legitimate children, step children, parents, sisters and minor brothers if residing with and wholly dependant upon the employee.

19. *Receipt Books.*—Receipt Books will be supplied to the authorised agents by the Issuing Authority [*See para 22 (b)* below]. The Receipt Books will be in the following denominations:—

Ordinary Receipt Books.—

(a) 5 Rupee receipts in books of 25 forms each.

(b) 10 Rupee receipts in books of 25 forms each.

(c) 50 Rupee receipts in books of 20 forms each.

(d) 100 Rupee receipts in books of 20 forms each.

(e) 500 Rupee receipts in books of 10 forms each.

(f) 1,0 0 Rupee receipts in books of 10 forms each.

(g) 5,000 Rupee receipts in books of 5 forms each.

Crossed Cheque receipt books.—(a) 100 Rupee receipts in books of 20 forms each.

(b) 1000 Rupee receipts in books of 10 forms each.

(c) 5000 Rupee receipts in books of 5 forms each.

The agents will use 'crossed cheque' Receipt Books only when crossed cheques are tendered by investors.

The agents will be given the choice to select the denominations of Receipt Books, and how many of each denomination they would like to have, subject to the condition that the overall maximum limit prescribed above is not exceeded.

Instructions regarding the issue use checking, surrender, etc. of the Receipt Books are being issued separately by the Director General, Posts and Telegraphs, as, with effect from 1st October 1960, the Post Offices will function as Issuing, Checking and Paying Authorities. "In genuine-cases the Issuing Authority may issue to an Authorised Agent extra Receipt Books up to 10 percent of the permissible limit."

20. *Commission.*—The agent shall be entitled to receive a commission at such rate as may be notified by the Government from time to time in respect of each of the securities sold through the Agent under the terms of the Agreement executed by him/her it. The commission is payable on the sale of securities on production of the receipts duly discharged by the investors or investors to the Paying Authority. Till further orders commission to Authorised Agents is payable on sales through them in the prescribed manner of 12 Year National Plan Savings Certificates and 10 Year Treasury Savings deposits certificates only at the rates of 1¼% and ½% respectively.

The commission on NPSCs will be paid in accordance with the procedure issued by the Director General, Posts and Telegraphs in this respect. As regards T. S. D. Cs the existing arrangements for claiming commission through District Authorities will continue.

21. *Investment on which commission will not be payable.*—No commission will be payable to agents on sales of Small Savings Securities representing investment of Provident Fund money, Compensation money paid to displaced persons in the form of National Plan Savings Certificates, cash securities already pledged to Government officials by contractors, etc., court funds, funds in the control of Government officials or local authorities or statutory authorities or investments required to be made in Small Savings Securities under a statute or by an express order of the Government or investments made by or on behalf of persons residing abroad.

22. *Time Limits for Transactions*—All transactions must be handled promptly and completed expeditiously by the Agents. The maximum time allowed is shown as follows:—

(i) *Deposit of money in the deposit receiving office*—10 days from the date of receipt of money from the purchasers.

(ii) *Delivery of Certificate to the investor*—30 days from the date of receipt of money. Relaxation may be allowed by the disbursing authorities in cases where the delay in delivering the certificates to the investors was caused by reasons beyond the control of an agent.

(iii) *Submission of Commission Claims*—4 months from the date of receipt of money.

22 A. *Authorities—(a) Appointing Authority.*—The Appointing Authority will be the State Government Officials except in the cities of Bombay, Madras and Calcutta, where the Regional National Savings Officers may continue to function as Appointing Authorities til the State Governments take over this work. Scheduled Banks will, however, be appointed by the National Savings Commissioner. The State Governments may decentralise the work relating to the appointment of agents by declaring District Collectors, Tahsildars Block Development Officers or other gazetted officers, as the Appointing Authorities. The names, designations and specimen signature of the Appointing Authority in every District should be communicated to the Post Office concerned.

(b) *Issuing Authority.*—Issuing Authority will in future be the Post Offices. For the purpose of obtaining receipt books and claiming commission, the agent will be attached to one Post Office only.

(c) *Deposit Receiving Authority*—For the purpose of purchasing NPSC an Agent will be attached to not more than three Post Offices falling under a single Head Post Office but for the purpose of depositing the moneys received for T. S. D. Cs the agent will be attached, at his option, to any one of the following offices.—

i. Treasury or Sub Treasury,
ii. Branch of the State Bank of India,
iii. State Bank of Hyderabad,
iv. Bank of Mysore Ltd., or
v. Reserve Bank of India.

(*d*) *Checking and Paying Authorities.*—The Checking and Paying Authorities in respect of N. P. S. C. transactions will be the Post Offices.

Supervising Authority.—The field officials of the National Savings Organisation and the State Government Officials connected with the Small Savings Scheme work will be the Supervising Authorities. As regards T. S. D. Cs. which are sold not through Post Offices but through the Public Debt Offices, Treasuries, Sub Treasuries, the branches of the State Bank, etc., Treasury and Sub-Treasury Officers will be the Paying Authorities. Gazetted Officers, other than Treasury Officers, nominated by the State Government for the purpose will act as checking, drawing and disbursing officers and follow the same procedure as heretofore.

23. *Forms.*—The supply of Agreements and other forms in English will be arranged by the National Savings Commissioner through the Regional National Savings Officer of the State. However, the State Governments can also print language or/and bilingual forms in English and one of the regional languages with the rider that in case of doubt the English and one of the regional languages with the rider that in case of doubt the English version alone will be treated as authentic.

24. *Loss of Certificate of Authority or Receipt Books.*—On receipt of information of the loss of Certificate of Authority or Receipt Books the Appointing Authority or the Issuing Authority as the case may be should forthwith intimate the loss to the offices with which the Agent is registered for transacting SSS Security business. The loss must invariably be notified in the State Gazette and at the cost of the agent, in local papers, besides putting in a notice on the notice board, if any, in the office of such Authority.

The Agent shall also execute an Indemnity Bond indemnifying the Government against any loss. Stamp Duty on such bonds will be payable by the Agent and should be based on the value of Receipt Books lost or the total value of Receipt Books permissible to the agent in the case of loss of C. A.

25. *Returns.*- The Appointing Authority will send an advice regarding appointment of Agents and cancellation of Certificates of Authority to the National Savings Organisation regularly every month, one copy to the RNSO, One to the ANSO of the Division and one copy to the D. O. of the District concerned. Intimation of cancellation of agencies must always be sent to the Head Post Office concerned, to the post offices with which she/he has been allowed to transact business and also the T. S. Deposit accepting office in the Form AAS-7.

(b) The Paying Authority will send in Form AAS-8 to the Regional National Savings Officer regularly every month an intimation regarding the collections made and the amount of Commission paid to the authorised agents.

(c) All appointments of Agents shall be recorded serially in a register (form AAS-9) district-wise in the office of the RNSO and with District Collectors Dy. Commissioners.

26. *Termination of Agency*.—On termination of agency of an authorised agent, the Appointing Authority will ensure that all monies and papers including the certificate (s) of Authority, used, partially used and un-used Receipt Books, documents and securities which may have come into the agent's possession or custody have been delivered by him to the authorities concerned and duly accounted for. When an agency is terminated or an agent dies, the Appointing Authority will send intimation under Registered Post to three Post Offices to which the Agent was accredited with a copy to their Head Office. In his order the Appointing Authority will specify the date by which the unused receipt books should be returned to the Post Office and the Post Office will keep a watch whether this has been done and will intimate the Appointing Authority.

Note.—The above executive Instructions are subject to any additions or modifications which the State Government may deem fit to make in future.

FORM AAS-1.

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Application Form or appointment as authorised Agent.

(To be used by Individuals only).

To

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Sir,

I desire to act as an Authorised Agent for the sale of 12 Year NPSCs; 10 Year TSDC s and Other Small Savings Securities, which nay be notified by the Government of India from time to time as securities which Authorised Agents may canvass.

2. My— (a) Full name is..
(b) Father's name is..
(c) Occupation is..
(d) Business/Office address is..
(e) Residential address is..
(f) Age is..

3. I declare that I am not a close relation (i. e. wife, husband legitimate child or step child, father, mother, sister or brother) of an official of the Posts and Telegraphs Department or the National Savings Organisation.

4. (a) I request that for the sale of certificates issued through Post Offices, I may be attached to the undernoted Post Office (s); (i) ....G. P. O./H. P. O./ S. P. O./B. P. O.
(ii) ....G. P. O./H. P. O./ S P. O./B. P. O.
(iii) ....G. P. O/H. P. O./ S. P. O./B. P. O.

(b) In respect of certificates issued through other agencies, I may be attached to the following office (s) :—
(i) ....
(ii) ....
(iii) ....

5. In the event of my appointment being approved, I shall—

(a) put up two acceptable sureties each guaranteeing to the extent of Rs...................... OR

(b) furnish security in cash or in the shape of Government securities totalling the issue price of Rs.................OR

(c) furnish one surety of a bank for Rs................

(Does not apply to Government servants appointed as internal agents).

6. I agree to abide by all the rules, regulations, instructions, etc. regarding the appointment of authorised agents a. present in force and as may be amended from time to time.

7. I previou ly worked as Authorised Agent at.......................................during the year (s)..................

or

have not so far worked as authorised Agent.

8. I may be allowed to obtain Receipt Books from...

(Name and address of Issuing Authority)

Yours faithfully,

(Signature of Applicant)

Place....................

Date...................

(To be filled up only if the application is recommended by somebody)

I recommend this application........................

(1) Name....................................(Signature.

(..........................(2) Name...................

Full Address...

Desigoation...

.........................Date...........................

(To be filled up in the office of the Appointing Auth rity)

1. Application scrutinised by.....................(Signature)

......................(Designation)

2. Applicant's appointment as Au horis d Agent approved on after veri fying he solvency of the sureties, in ca es where sureties are put up. ....(Date)

3. Agreement completed on......................(Date)

4. Certificate (s) of Authority bearing nuu.ber (s)........... issued on ....(Date)

5. Signature of Appointing Authority.......................

6. Designation of A pointing Authority....................

Dato.................. ....

FORM AAS-2.

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION.

Application Form for appointment as Authorised Agent

(To be used by Firms, Companies. Institutions, Co-operative Societies Women's Organisations)

To

....

....

....

Sir,

We desire to act as an Authorised Agent for the sale of 12-Year National Plan Savings Certificates, *[Not applicable to banks] 10-Year Treasury Savings Deposit Certificates and other Small Savings Securities which may be notified by the Government of India from time to time as securities which Authorised Agents may canvass :

2. Our—

(a) Full name is ....
(b) Business is ....
(c) Business/office address is ....
(d) Certificate of incorporation or registration—.

Number............ issued by....................
Under.................. Act....................

3. We propose to work as Authorised Agent through—
(a) the following branches,

(b) the following Savings Workers—

(specimen signatures given in the attached specimen signature slip)

NOTE —Forms AAS 2A and AAS-2B will be used for intimating any addition or deletion to the names of Savings workers, respectively.

4. We request that for transaction of the above business they may be attached to the Post Office (s) or Office (s) noted against each of them. Their specimen signatures are given in the attached sheet.

Name of the Branch/Individual	*Address*	*Post Office/Office.*

5. We shall be accountable to the Government for all losses or claims that may arise on account of our defaults and the defaults of any of our branches or individuals appointed as Savings workers at our request, and any amounts received by us or the Savings workers appointed at our request, and which are not legally due to us and the Savings Workers—

6. In the event of our appointment being approved, we shall—

*(a) furnish security in cash or in the shape of Government Securities totalling to the issue price of Rs............. or

(b) furnish two sureties of Rs..........................

7. We/agree to abide by all the rules, regulations, instructions, etc., regarding the appointment of Authorised Agents at present in force and as may be amended from time to time.

8. We/our Branches/individuals mentioned in para 3 above previously worked as Authorised Agent at.... ....during the year (s) ....

or

have not so for worked as Authorised Agent.

9. We enclose herein a copy of our constitution certified by our Partners/Chairman/Secretary/Manager/Office-bearers.

10. The following persons are authorised to execute the agreement and enter into all transactions on our behalf.

*Not applicable to Scheduled Banks, Co-operative Banks and Co-operatve Societies.

Name	*Designation*	*Specimen Signature.*

11. We may be allowed to obtain Receipt Books from—

Name of Branch/Individual

Name and address of Issuing Authority.

Place................ Yours faithfully,

Date.................

(*Signature of applicant.*)

Applicable to approved Women's Organisations only.

To be filled up only if the Application is Recommended by somebody.

I recommend this application—

(1) Name.......................................

Full address...............................

....

(*Signature*).....................

Designation...................

Date.........................

(2) Name...
Full address....................................

(*Signature*)........... ......
Designation.....................
Date.............................

To be Filled up in the office of the Appointing Authority.

1. Application scrutinised by .... (*Signature*)
Dated.................. ....(Designation)

2. Applicant's appointment as authorised Agent approved on after verifying the solvency of the sureties, in cases where sureties have been put up................................(Date)

3. Agreement completed on...........................(Date)

4. Certificate(s) of Authority
bearing number(s) issued on......................(Date)

5. Signature of Appointing Authority...... ....

Designation of Appointing Authority......................

Date.....................

SPECIMEN SIGNATURE SLIP

(Enclosure to Form AAS-2)

(1) Name and full address of the Firm, Company, Institution, Co operative Society, Women's Organisation, Forum or Association...................................

(2) Whether headquarters office or branch office, in the latter case name of place where established...........

Name and address of person authorised to issue receipts.	Name of Head P. O., Sub P. O. or Branch P. O. or other office to which the person authorised to issue receipts is to be attached.	Specimens of Signature.	
1.	For......*	For.......	For....... ....
Residential address	For.......	For.......	
2. .... (Name)	For.......	For.......	For....... ....
Residential address	For.......	For.......	

Above specimen signature verified.

For..

.... † (Signature)

.... (Designation)

* Name of Organisation and Place.

Designation.

† The Signature should be of the person signing the Application for Appointment.

FORM AAS-2

(Application form for further appointment of authorised workers)

To

....

....

....

Sir,

Reference :—Certificate of Authority No..................
..............issued by.....................
on..

With reference to the above Certificate of Authority, we request that the following branches/Individuals be added to the list of persons through whom we propose to work.

Name of Branch/ Individual	Name of Post Office/Office for transacting business	Name of Issuing Authority for obtaining R. Books
1.	..	..
2.	..	..
3.	..	..
4.	..	..
5.	..	..
6.	..	..

The specimen signature(s) of the Individuals/persons authorised to transact business on behalf of the branch(es) named above are given in the enclosed specimen signature slip(s).

2. We shall be accountable to you for all moneys received by them, receipt books, small savings securities and all the literature relating to Small Savings which might be issued to them by the Government.

Yours faithfully,

Signature........................

Designation......................

For................................

(Name of Firm, Company, body, institution, etc., appointed authorised agent).

FORM AAS—2B

(Intimation of cancellation of certificate of Authority granted to authorised workers)

To

(The Appointing Authority)

....

....

Sir,

Reference :— Certificate of Authority No ....

issued by ....

on ....

With reference to the above Certificate of Authority, we inform you that the following branches/individuals will cease to act on our behalf with effect from the date (s) noted against each :

Name of Branch/ Individual	Post Office/ Office to which attached	Name of Issuing Authority for obtaining Receipt Books	Date of cessation

The authority given to them is returned herewith for cancellation. The moneys received by them, receipt books, small savings securities and all the literature in their possession relating to small savings have been received by us and are returned herewith to the Post Office/Issuing Authority and we continue to be accountable to you for the same.

Yours faithfully.

Signature..............................

(Designation) ....

For ....

....

(Name of firm, company, body, institution etc. appointed Authorised Agent.)

Verification by Post Office (s).—Certified that the statements made above are correct, so far as the Post Office (s) is/are concerned.

Name of Branch/ Individual	Name of Post Office	Postal stamp	Date	Signature of Postmaster

Verification by Issuing Authority (ies).—Certified that the statements made above by the applicant are correct, so far as the Issuing Authority is concerned.

Name of Branch/ Individual	Issuing Authority	Date	Signature of Issuing Authority
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

FORM ASS—3.

FORM OF AGREEMENT.

(Personal Sureties)

For Individuals Only.

ARTICLES OF AGREEMENT made at.................
this.........................day of.......................
one thousand nine hundred and sixty.........................
between the President of India hereinafter called the 'Government' (which expression shall be deemed to include his successors and assigns wherever the context so admits or requires) of the one part ;

AND party of the second part consisting of (A)...........
.... son of ....
by occupation.........................of ....
hereinafter called the 'Agent' (which expression shall include his heirs, executors and administrators wherever the context so admits or requires), and (B).........................
son of.............................by occupation...........
of.................................and/(C) ....
........................son of..............................
by occupation....... ....of............ ....
.........................../and* (BI)......................
hereinafter called 'The Sureties' (which expression shall include their heirs, executors and administrators/successors and assigns wherever the context so admits or requires).

WHEREAS the Government under their Small Savings Scheme issue Securities of various denominations for sale to the investing public

AND WHEREAS with a view to expanding the said Scheme the Government are desirous of appointing authorised agents for sale of such securities ;

AND WHEREAS the Agent has agreed to act as such authorised agent on the terms and conditions hereinafter appearing ;

AND WHEREAS the said (B) and (C)/* (BI) the sureties aforesaid have agreed to secure and indemnify the Government against all loss, injury, damage, costs or expenses which the Government may, in anyway, suffer by reason of the misconduct, neglect, oversight or any other act or omission of the said Agent in the manner hereinafter appearing.

---

* 'B' & 'C' apply when two sureties are furnished, whereas 'BI' applies when one consolidated surety of a bank is furnished.

NOW IT IS HEREBY AGREED BY and between the parties hereto as follows :—

1. The agent is hereby appointed as the authorised agent of the Government for the purpose of effecting sales of 12-Year National Plan Savings Certificates, 10-Year Treasury Savings Deposit Certificates and such other Small Savings Certificates hereinafter referred to as the "Small Savings Securities" as may be thrown open for sale through the Agent by a notification or notifications issued by the Government in this behalf. The Agent shall be entitled to receive commission at the rate of 1¼% on the sale of 12-Year National Plan Savings Certificates, 1/2%on the sale of 10-Year Treasury Savings Deposit Certificates and at such rates as may be prescribed by the Government by notification from time to time.

2. The Agent shall sell the securities referred to in clause (1) above in the State of.....................................

3. The Agent shall on behalf of the Government receive from the prospective investors monies for the purchase of Small Savings Securities and pass appropriate receipts for the same to the investors, in the prescribed from, from the printed Receipt Books, which the Government will at their own cost supply to the Agent for the purpose. In no case shall the Agent accept money for which he is not able immediately to issue a proper valid receipt or receipts from the printed Receipt Book (s).

4. The Agent shall within ten days from the receipt of the monies as aforesaid deposit the same in the Post Office (s) or such other Office (s) as may be specified in this behalf by the Government, to which he may be attached for the purpose of purchasing the said securities and pending such deposit, the Agent shall hold the said monies in trust for and on behalf of the Government.

5. The Agent shall obtain from the prospective investors such documents or writings as may from time to time be prescribed by the Government in regard to the purchase of such securities.

6. The Government shall through the Post Office (s) or other Office (s) concerned issue and furnish to the Agent Small Savings Securities in the name or names of such person or persons and for such amounts as the investors shall have applied for. The Agent shall on obtaining such securities deliver the same to the investor or investors in exchange for the original receipt or receipts that may have been passed to them duly discharged by the investors.

7. Subject as herein otherwise provided the Agent shall be entitled to receive a commission at such rate as may be notified by the Government from time to time in respect of the securities sold to investors through the Agent under the terms of this Agreement. The commission shall be payable on the sale of the securities on production of the receipts duly discharged by the investor or investors to the Paying Authority appointed in this

behalf. Save as aforesaid the Agent shall not be entitled to any other commission, remuneration or payment whatsoever for the work done under these presents, notwithstanding any costs, charges or expenses the Agent may incur for the purpose. No commission shall in any event be payable on sale of securities representing investment of Provident Fund money, compensation money paid to displaced persons in the form of National Plan Savings Certificates, cash securities already pledged to Government officials by contractors and other persons, court funds, funds in the control of Government officials or local or statutory authorities, investments required to be made in Small Savings Securities under any enactment or by an express order of the Government or investments made or secured by or on behalf of persons residing abroad.

8. The Agent hereby undertakes to carry out such directions and instructions as may from time to time be issued by the Government or persons duly authorised by the Government and to comply with all rules and regulations pertaining to the issue of the securities from time to time and orders and regulations issued by the Government together with any modifications or additions thereof and to keep himself/herself acquainted with the aforesaid rules, orders and regulations, and in particular undertakes:

(a) to follow all instructions printed on the cover of the official Receipt Books issued by the Government;

(b) never under any circumstances to exceed the amounts up to which a receipt form is valid for an investment or investments nor to make any alteration in the matter printed on the receipt forms and counterfoils;

(c) to ascertain from the investor before accepting any monies that the Small Savings Securities for which he applies will, if bought, not render his total holding of such securities of all series in excess of the limit laid down in the rules governing such securities for the time being in force ;

(d) to forthwith refund to the Government any commission that may have been paid in respect of such securities as may have been sold to the investor or investors in excess of the limits of holdings laid down in the said rules for investment by investor or investors, or otherwise received by him/her in excess of any amount due to him/her;

(e) to keep the Certificate(s)of Authority and Receipt Books issued to him/her with care and in case of loss, immediately report the same to the Appointing/Issuing Authority and the Post Office(s) or other Office(s) to which he/she is attached;

(f) in case of loss of any Receipt Book not to claim any commission on sales of the securities recorded therein;

(g) to produce the Receipt Books to the Paying Authority for the purposes of checking or payment of commission as herein provided and claim commission within four months from the date of receipt of money for Small Savings Securities failing which such commission shall be forfeited.

(h) notwithstanding the provisions of sub-clause (g) above, to produce the Receipt Books to the Checking Authority for the purpose of checking whenever demanded by the said authority;

(i) to deliver the securities (purchased by the Agent on behalf of the investors) to the investors without undue delay and in any case within 30 days of the date of receipt of the money failing which the agent shall forfeit the commission earned on the sale of such securities and if the same may have been paid will forthwith refund it to the Government;

(j) to carry out this Agreement faithfully and diligently and to the best of his/her ability to promote the said scheme; and

(k) not to assign or otherwise transfer the benefit of this Agreement or any part thereof to a third party.

9. Subject to the provision for earlier termination hereinafter contained, the period of the agency shall be initially for three years and thereafter the agency may be renewed at the option of the Government for further periods not exceeding three years at a time.

9A. The Agency would be liable to be terminated by the Government without notice if the work or conduct of the Agent is adversely commented upon by the supervising authorities or if he/she is, in the opinion of the Government which shall be final and binding, guilty of breach of any provision of this Agreement, or if he/she becomes insolvent or if it is discovered that a part or the whole of the business was secured by him/her with the help or connivance of an official of the Post and Telegraphs Department or National Savings Organisation. The commission earned on such business would also be liable to forfeiture and if the commission on such business has alreaby been paid, the agent must refund it to the Government.

10. This Agreement may be terminated by either party by giving three months notice to the other. Provided, however, the Government shall be at Liberty to terminate the agency at any time without notice and without assigning any reason for the same.

11. The stamp duty on this Agreement will be payable by the Government.

12. On termination of this Agreement howsoever occasioned the Agent shall forthwith deliver to the Government all moneys and papers including the Certificate (s) of Authority, used, partially used and unused Receipt Books, documents and securities which may have come to his/her possession or custody for the purchase and sale of such securities under the terms of this Agreement.

13. The Agent hereby agrees to well and sufficiently protect and keep harmless and indemnify the Government against all manner of embezzlement, misappropriation or misapplication of moneys, and the Small Savings Securities, which may from time

to time during the continuance of this Agreement come into his/ her possession or control and belonging either to the Government or to the investor or investors and also against the carrying away, loss, destruction or otherwise of any writings, evidence, books or papers belonging to the Government or to any of the investors without directions and authority of the Government or person or persons duly authorised by the Government and against all costs, charges and expenses in relation thereto. The Agent shall also indemnify fully, the Government against all losses or claims that may arise on account of his/her defaults and any amounts received by him/her and which are not legally due to him/her and the Government shall be fully indemnified against all such loss or damage as aforesaid at any time.

14. *The said (B) and (C) sureties of the aforesaid Agent (A) and their heirs executors and administrators hold them- selves bound unto the Government jointly and severally for the due performance of the duties of the said Agent and faithful observance and performance by him of the terms and condi- tions of this Agreement and shall indemnify and keep indemni- fied the Government against all and every losses, damages and claims which during the time the said (A) shall act as Authorised Agent happen to be or be sustained by or may arise against the Government or any servant of the Government but so that the liability of each of the said (B) and (C) shall in no event exceed the sum of Rupees two thousand/one thousand and should the amount of the common liability be less than Rupees four thousand/two thousand, the maximum sum hereby guaran- teed, then the liability of each of the said (B) and (C) shall be reduced proportionately. "After termination of the agency, how- soever occasioned, the liability of the said 'B' and 'C'/'BI' shall continue till the Agent has returned all documents monies, etc., referred to in paragraph 12 hereof".

After termination of the agency, howsoever occasioned, the liability of the said (B) & (C) shall continue till the agent has returned all documents, moneys etc. referred to in paragraph 12 hereof.

14 A. † The said (BI) sureties of the aforesaid Agent (A) and its /successors and assigns hold themselves bound un- to the Government for the due performance of the duties of the said Agent and faithful observance and performance by him/ her of the terms and conditions of this Agreement and shall indemnify and keep indemnified the Government against all and every losses, damages and claims which during the time the said (A) shall act as authorised Agent happen to be or be sustained by or may arise against the Government or any ser- vant of the Government so that the liability of the said sureties shall in no event exceed the sum of Rupees four thousand/two thousand which is maximum sum hereby..

* Applies in cases in which two personal sureties are furnished.

† Applies in cases in which one consolidated surety of a bank is furnished.

After termination of the agency, howsoever occasioned the liability of the said (BI) shall continue till the agent has returned all documents, moneys, etc. referred to in paragraph 12 hereof.

15. It is hereby agreed and declared that neither of them the said (B) and (C)/*the said (BI) shall be at liberty to terminate his/their suretyship and that the liability of each of them/* the said sureties shall within the aforesaid limits of liability extend and be applicable to the whole indebtedness or liability of the said (A) to the Government at any time and not merely to so much thereof as shall be coextensive with the aforesaid maximum guaranteed liability of Rupees four thousand/two thousand herein and it is hereby expressly agreed and declared that the Government shall be entitled without notice to either of the said (B) and (C)/the said (BI) to vary or alter or supersede the terms of employment, instructions, directions, and rules and regulations as the Gonernment may think fit and without reference to them or either of them the Government may grant any time or other indulgence to the said (A) without thereby in any way affecting the liability of any of the said sureties (B) and (C)/* the said sureties (BI) (and each of them shall be treated as a principal debtor to the Government for all liability hereunder).

16. And it is hereby further agreed and declared that the Government shall be under no liability to take any action either civil or criminal against the Agent (A) or any other person before making the said (B) and (C) or either of them/* (BI) liable hereunder and if the Government does take any action as aforesaid, the same shall not in any way affect their liability (and the liability of each of them) hereunder and notice of dishonest act on the part of the said (A) shall not in any way affect their liability.

17. The Appointing Authority, the Issuing Authority, the Paying Authority, and the Checking Authority shall be such authorities as may be appointed from time to time by the State Government in the matter.

18. The Agent or sureties shall pay all such sums as shall be due to the Government within the time hereinbefore specified. If the Agent or sureties fail to pay such sums as shall be due to the Government from time to time within the specified period then and in such event all sums due to the Government (as to which the decision of................shall be final) shall at the option of the Government be recoverable in the same manner as an arrear of land revenue.

---

*Delete whichever is not applicable.

) To be retained only in case of two individual sureties.

IN WITNESS WHEREOF the parties hereto have set their respective hands hereunto the day, month and year first hereinabove written.

Signed and delivered by (A)

(B)

and (C)/(B I)

In the presence of

(i) ....

....

....

(ii) ....

....

....

signed and delivered by the.................................. for and on behalf of the President of India in the presence of

....

....

....

Form AAS-4

FORM OF AGREEMENT

(Cash or Government Securities)

ARTICLES OF AGREEMENT made at.................. this................day of..........one thousand nine hundred and sixty..............between the President of India hereinafter called the 'Government' (which expression shall be deemed to include his successors and assigns wherever the context so admits or requires) of the one part;

Applicable to individuals only.—AND....................so of.......................by occupation........................ ....hereinafter called 'the Agent' (which expression shall include his heirs, executors and administrators wherever the context so admits or requires) of the other part;

Applicable to registered institutions.—AND............... ....

(here insert the name of the institution)

registered under.................................. Act and having its registered office at ....hereinafter called 'the Agent' (which expression shall be deemed to include its successors and assigns wherever the context so admits or requires) of the other part;

WHEREAS the Government under their Small Savings Scheme issue securities of various denominations for sale to the investing public;

AND WHEREAS with a view to expanding the said scheme the Government are desirous of appointing authorised agents for sale of such securities;

AND WHEREAS the Agent has agreed to act as such authorised agent on the terms and conditions hereinafter appearing;

Not applicable to Banks, Co-operative Societies and Government Servants appointed as internal agents who are exempted from furnishing Security.—AND WHEREAS it is also one of such terms that the Agent should as security for the due fulfilment of the said contract deposit with the National Savings Commissioner, cash or Government securities of the aggregate purchase price of Rupees two thousand/one thousand/one hundred;

AND WHEREAS the Agent has accordingly deposited with the National Savings Commissioner Cash/Government securities duly transferred to the latter of the aggregate purchase price of Rupees two thousand/one thousand/one hundred, particulars whereof, are set out in the Schedule hereunder written.

NOW IT IS HEREBY AGREED BY and between the parties hereto as follows:—

1. The Agent is hereby appointed as the authorised agent of the Government for the purpose of effecting sales of 12-Year National Plan Savings Certificates, 10-Year Treasury Savings Deposit Certificates and such other Small Savings Certificates hereinafter referred to as the "Small Savings Securities" as may be thrown open for sale through the Agent by a notification or notifications issued by the Government in this behalf. The Agent shall be entitled to receive commission at the rate of 1½% on the sale of 12-Year National Plan Savings Certificates, ½% on the sale of 10-Year Treasury Savings Deposit Certificates and at such rates as may be prescribed by the Government by notification from time to time.

2. The Agent shall sell the securities referred to in clause (1) above in the State of....................................

2A. *Applicable only in case of internal agents who are Government Servents.*—The Agent herein who is a Government servant working in the Office of .... of the Government is hereby appointed internal agent to canvass and sell Small Savings Securities amongst the employees who are working or retired from the said office and members of their families.

The term 'family' will include the employee's wife, legitimate children, step children, parents, sisters and minor brothers if residing with and wholly dependant upon the employee.

The Agent may also, with the prior permission in writing of the Government canvass and sell such securities to the employees of other neighbouring office (s) of the Government provided that (a) the administrative head of the office in which the agent is employed agrees to his working as such agent in other office (s), (b) there is no similar agent of the Government functioning in such office (s) and (c) the administrative head of the office (s) concerned agree (s) to the agent canvassing and or selling such securities to the employees of such office (s).

3. The agent shall on behalf of the Government receive from the prospective investors monies for the purchase of small savings Securities and pass appropriate receipts for the same investors in the prescribed form, from the printed Receipt Books, which the Government will at their own cost supply to the Agent for the purpose. In no case shall agent accept money for which he is not able immediately to issue a proper valid receipt or receipts from the printed Receipt Book (s)

4. The Agent shall within ten days from the receipt of the monies as aforesaid deposit the same in the Post Office (s) or such other office (s) as may be specified in this behalf by the Government to which he may be attached for the purpose of purchasing the said securities and pending such deposit, the Agent shall hold the said monies in trust for and on behalf of the Government.

5. The Agent shall obtain from the prospective investors such documents or writings as may from time to time be prescribed by the Government in regard to the purchase of such Securities.

6. The Government shall through the Post Office (s) or other office (s) concerned issue and furnish to the Agent Small Savings Securities in the name or names of such person or persons and for such amounts as the investors shall have applied for. The Agent shall on obtaining such securities deliver the same to the investor or investors in exchange for the original receipt or receipts that may have been passed to them duly discharged by the investors.

7. "Subject as herein otherwise provided the Agent shall be entitled to receive a commission at such rate as may be notified by the Government from time to time in respect of the securities sold to investors through the Agent under the terms of this Agreement. The commission shall be payable on the sale of the securities on production of the receipts duly discharged by the investor or investors to the Paying Authority appointed in this behalf. Save as aforesaid the Agent shall not be entitled to any other commission, remuneration or payment whatsoever for the work done under these presents, notwithstanding any costs, charges or expenses the Agent may incur for the purpose. No commission shall in any event be payable on sale of securities representing investment of Provident Fund money, compensation money paid to displaced persons in the form of National Plan Saving Certificates, cash securities already pledged

to Government officials by contractors and other persons, court funds, funds in the control of Government Officials or local or statutory authorities, investments required to be made in small savings securities under any enactment or by an express order of the Government or investments made or secured by or on behalf of persons residing abroad".

8. The Agent hereby undertakes to carry out such directions and instructions as may from time to time be issued by the Government or persons duly authorised by the Government and comply with all rules and regulations pertaining to the issue of the securities from time to time and orders and regulations issued by the Government together with any modifications or additions thereof and to keep himself/itself acquainted with the aforesaid rules, orders and regulations and in particular undertakes :—

(a) to follow all instructions printed on the cover of the official Receipt Books issued by the Government;

(b) never under any circumstances to exceed the amounts upto which a receipt form is valid for an investment or investments nor to make any alteration in the matter printed on the receipt forms and counterfoils;

(c) to ascertain from the investor before accepting any monies that the Small Savings Securities for which he applies will if bought, not render his total holding of such securities of all series in excess of the limit laid down in the rules governing such securities for the time being in force;

(d) to forthwith refund to the Government any commission that may have been paid in respect of such securities as may have been sold to the investor or investors in excess of the limits of holdings laid down in the said rules for investment by investor or investors, or otherwise received by him/it in excess of any amounts due to him/it ;

(e) to keep the Certificate (s) of Authority and Receipt Books issued to him/it with care and in case of loss, immediately report the same to the Appointing/Issuing Authority and the Post Office (s) or other Office (s) to which he/it is attached;

(f) in case of loss of any Receipt Book not to claim any commission on sales of the securities recorded therein;

(g) to produce the Receipt Books to the Paying Authority for the purposes of checking or payment of commission as herein provided and claim commission within four months from the date of receipt of money from Small Savings Securities failing which such commission shall be forfeited;

(h) notwithstanding the provisions of sub-clause (g) above, to produce the Receipt Books to the Checking Authority for the purpose of checking whenever demanded by the said authority;

(i) to deliver the Securities (purchased by the Agent on behalf of the investors) to the investors without undue delay and in any case within 30 days of the date of receipt of the money

failing which the Agent shall forfeit the commission earned on the sale of such securities and if the same may have been paid will forthwith refund it to the Government.

(j) to carry out this Agreement faithfully and diligently and to the best of his/its ability to promote the said scheme and

(k) not to assign or otherwise transfer the benefit of this Agreement or any part thereof to a third party.

9. Subject to the provision for earlier termination hereinafter contained, the period of the agency shall be initially for three years and thereafter the agency may be renewed at the option of the Government for further periods not exceeding three years at a time.

9A. The agency would be liable to be terminated by the Government without notice if the work or conduct of the Agent adversely commented upon by the supervising authorities or if he/it is, in the opinion of the Government, which shall be final and binding, guilty of breach of any provision of this agreement, or if he becomes insolvent, or it runs into liquidation or if it is discovered that a part or the whole of business was secured by him/it with the help or connnivance of an official of the Posts and the Telegraphs Department or National Savings Organisation. The Commission earned on such business would also be liable to forfeiture and if the commission on such business has already been paid, the agent must refund it to the Government.

10. This Agreement may be terminated by either party by giving three months notice to the other. Provided, however, the Government shall be at liberty to terminate the agency at any time without notice and without assigning any reason for the same.

11. The stamp duty on this Agreement will be payable by the Government.

12. On termination of this Agreement howsoever occasioned the Agent shall forthwith deliver to the Government all monies and papers including the Certificate (s) of authority, used, partially used and unused Receipt Books, documents and securities which may have come to his/its possession or custody for the purchase and sale of such securities under the terms of this Agreement.

13. The Agent hereby agrees to well and sufficiently protect and keep harmless and indemnify the Government against all manner of embezzlement, misappropriation or misapplication of monies, and the small savings securities, which may from time to time during the continuance of this agreement come into his/its possession or control or into the possession or control of the branches or individuals appointed as authorised workers at his/its request and belonging either to the Government or to the investor or investors and also against the carrying away, loss, destruction or otherwise of any writings, evidence, books or

papers belonging to the Government or to any of the investors without directions and authority of the Government or person or persons duly authorised by the Government and against all costs, charges and expenses in relation thereto. The Agent shall also indemnify fully, the Government against all losses or claims that may arise on account of his/its defaults and the defaults of any of his|its branches of individuals appointed as authorised workers at his/its request and any amounts received by him/it or the authorised workers appointed at his/its request and which are not legally due to him/It and the authorised worker and the Government shall be fully indemnified against all such loss or damage as aforesaid at any time.

14. *Not applicable to Banks, Co-operative Societies & Government Servants appointed as internal agents who are exempted from furnishing security*—The said amount/securities for Rupees two thousand/one thousand/one hundred deposited as aforesaid shall be retained by Government as security for due fulfilment and faithful performance by the Agent of all and singular the several covenants herein contained on his/its part to be obeserved with full power to the said National Savings Commissioner for and on behalf of the Government in case the Agent shall fail to perform, fulfil, keep and observe all or any of the said covenants, conditions, or agreements on his/its part herein before contained to encash the said securities or any part thereof and appropriate the amount/proceeds of the securities or any part of such proceeds in or towards the satisfaction of the amount of all or any damages, penalties and other sums which the said Agent may have become liable to pay hereunder.

15. The Appointing Authority, the Issuing Authority, the Paying Authority and the Checking Authority shall be such authorities as may be appointed from time to time by the State Government in the matter.

16. The Agent sball pay all such sums as shall be due to the Government within the time hereinbefore specified. If the agent fails to pay such sums as shall be due to the Government from time to time within the specified period then and in such event all sums due to the Government (as to wbich the decision of.......................................shall be final shall at the option of the Government be recoverable in the same manner as an arrear of land revenue.

IN WITNESS WHEREOF the parties bereto have set their respective hands hereinto the day month and year first hereinabove written.

SCHEDULE REFERRED TO ABOVE (Give details of the Securities).

....

Signed and delivered by..................................
..........................in the presence of

Applicable to individuals only:

(1) ....
....
....

(2) ....
....
....

Applicable to registered institutions other than Scheduled Banks:

Signed and delivered by

(1) ....
....

(2) ....
....

for and on behalf of.................in the presence of

(1) ....
....

(2) ....
....

Applicable to Scheduled banks only.

The common seal of	Common seal
.... was hereunto affixed pursuant to a resolution of the Board of Directors of........ ....passed on the....... day of..................196..	............(Signature) ....(Designation) ....(Signature) ....(Designation)
in the presence of ....(Name) ....(Designation) Who in token hereof have hereunto signed their names.	

Signed and delivered by the..................................
........................for and on behalf of the President of India in the presence of..................................
....

ORIGINAL

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Authorised Agency System

(Counterfoil to be retained in the book)

(For individuals only)

Certificate of Authority No.......................................

Date of Certificate.......................................

Name of Agent.......................................

....

Address of Agent ....

....

Coupon forwarded to the Postmaster of.......................

G. P. O./H. P. O. on.......................................

AND/OR

To

....

....

....

....

(Signature of Appointing Authority)

Designation.......................

Address.......................

Place.......................

Date.......................

Photos to be on all foils except in the case of institutional agents, etc.

Specimen Signature of Agent

DUPLICATE

FORM AAS—5.

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Authorised Agency System

(Coupon to be forwarded by the Appointing Authority to the Post Office)

(For Individuals only)

Certificate of Authority No.......................................

Date of Certificate...

Name of Agent...

....

Address of Agent ....

....

To the Postmaster of..

G. P. O./H. P. O...

The above named person has been appointed as authorised agent for the sale of Small Savings Securities under a Certificate of Authority particulars of which are given above. The Agent will deal with your post Office (and/or Your subordinate offices under your specific instruction)

....

(Signature of Appointing Authority)

Designation....................................

Address..

Place..................

Date...................

Specimen Signature of Agent

Photo

TRIPLICATE

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Authorised Agency System

(Coupon to be forwarded by

Appointing Authority and sent to the Issuing/Paying Authority other than Post Office.

(For Individuals only)

Certificate of Authority No......................................

Date of Certificate..

Name of Agent..

....

Address of Agent ....

....

The above named person has been appointed as authorised agent for the sale of Small Savings Securities under a Certificate of Authority particulars of which are given above. The Agent will claim commission from your treasury.

Signature.........................
of Appointing Authority.

Designation.......................

Date..............................

Specimen signature of Agent

Photo

QUADRUPLICATE

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Authorised Agency System

(Certificate of Authority to act as Authorised Agent)
(For individuals only)

Certificate of Authority No..
Date of Certificate..
Name of Agent (Full)..
Son of
....
Address of Agent ....
....

Attached to..................................G. P. O./H. P. O

AND/OR

To

....

....

The above named person whose specimen signature appears below is hereby authorised to collect money from persons willing to purchase Small Savings Securities. He is in possession of serially numbered printed Receipt Forms in which he will give receipts for the money received from investors. He will obtain the securities (from the Post Office and/or office named above) and deliver the same to the purchasers.

....
(Signature of Appointing Authority)

Designation..........................
Address..............................

Place.........................
Date.........................

Specimen
Signature of Agent.

Photograph

This Certificate is issued under the following conditions:—

(1) It is not transferable.

(2) The holder undertakes to return it to the Appointing Authority whenever called upon to do so.

(3) The holder undertakes immediately to inform the Appointing Authority in the event of loss of this Certificate.

(4) The Certificate will be produced (a) to all persons from whom money is collected; (b) to any Government Officer and any officer of the National Savings Organisation who may require to see it—The Certificate will not, however, be surrendered to anyone other than the Appointing Authority.

Unauthorised use of this Certificate by any person other than the person to whom it is issued or by the lawful holder himself after the date from which it has been declared invalid by the Appointing Authority renders the offender liable to be prosecuted.

ORIGINAL

(Counterfoil to be retained in the Book)

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Authorised Agency System.

(For Corporate bodies other than Scheduled Banks)

Certificate of Authority No. ....

Date of Certificate ....

Coupon forwarded to Postmaster of ....

H. P. O./on ....

OR

Coupon forwarded to ....

(Other office) or ....

.... on ....

Coupon forwarded to the (Issuing/Paying Authority other than Post office) on ....

Name of Agent ....

Address ....

Name and address of person authorised to transact business on behalf of the Agent-Body. } ....
....
....

Place ....

Date ....

(Signature of Appointing Authority)

(Designation) ....

Specimen Signature of the person authorised to transact business.

FOR

....

(Authorised Agent)

DUPLICATE

FORM AAS–6.

(Certificate of Authority for Corporate bodies other than Scheduled Banks).

(Coupon to be detached by Appointing Authority and sent to H. P. O.)

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Authorised Agency System.

(For Corporate bodies other than Scheduled Banks)

Certificate of Authority No...
Date of Certificate..
To the Postmaster of......................................H. P. O.
Name of Agent..
Address...

Name and address of the person authorised to transact business on behalf of the Agent-Body }

The body has been appointed as Authorised Agent for sale of Small Savings Securities under a Certificate of Authority, particulars of which are given above. The Agent will be working through the person whose specimen signature is given below and who will deal exclusively with your Post Office and/or your subordinate office (s) under your specific instructions.

....

(Signature of Appointing Authority)

(Designation) ....

Place....................

Date ....

Specimen Signature of the person authorised to transact business.

For

(Authorised Agent)

TRIPLICATE

(Coupon to be detached by Appointing Authority and sent to the Issuing/Paying Authority other than Post Office)

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Authorised Agency System

(For Corporate bodies other than Scheduled Banks)

Certificate of Authority No...................................
Date of Certificate.:...
To............................(Issuing/Paying Authority for
Name of Agent...
Address...
....

Name and address of the person authorised to transact business on behalf of the Agent-Body { ....
....

The body has been appointed as Authorised Agent for the sale of Small Savings Securities under a Certificate of Authority particulars of which are given above. The Agent will be working through the person whose specimen signature is given below and who will obtain Receipt Books and draw commission from your Treasury/Sub-Treasury.

....

(*Signature of Appointing Authority*)

Place.................... (*Designation*).....................
Date....................

Specimen signature of the person authorised to transact business.

For ______________________

(Authorised Agent)

QUADRUPLICATE

(Certificate of Authority for appointment as Authorised Agent)

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Authorised Agency System.

(For Corporate Bodies other than Scheduled Banks.)

1. Certificate of Authority No..................
2. Date of Certificate..........................
3. Name of Agent...
4. Address...
   ....
   ....
5. Name and address of person authorised to transact business on behalf of the Agent-Body. } ....
   ....
   ....
6. Head Post Office to which attached..........................
7. Treasury/Sub-Treasury to which attached..................

The person, whose specimen signature appears below has been authorised on behalf of the body to collect money from persons willing to purchase Small Savings Securities. He/She is in possession of serially numbered Receipt Forms in which he/she will give receipts for money received. He/She will obtain required securities on behalf of purchasers from the Post Office/Office named above and deliver the same to the purchasers.

....

(Signature of Appointing Authority.)

Place.................. *(Designation.)*................

Date..................

Specimen signature of the person authorised to transact business.

FOR______________
(Authorised Agent)
....

This Certificate is issued under the following conditions:—

(1) IT IS NOT TRANSFERABLE.

(2) The holder undertakes to return it to the Appointing Authority whenever called upon to do so.

(3) The holder undertakes immediately to inform the Appointing Authority in the event of loss of this Certificate.

(4) The Certificate will be produced (a) To the Post Office and the Treasury/Sub-Treasury concerned ; (b) To any person from whom money is collected and who desires to see it ; (c) To any Officer of the National Savings Organisation who may require to see it. The Certificate will not, however, be surrendered to any one, other than the Appointing Authority.

Unauthorised use of this Certificate by any person other than the person to whom it is issued or by the lawful holder himself/herself after any date from which it has been declared invalid by the Appointing Authority, renders the offender liable to be prosecuted.

FORM A.A S.—7

GOVERNMENT OF INDIA

NATIONAL SAVINGS ORGANISATION

Statement regarding grant and cancellation of Certificates of Authority.

For the month of 196

(a) APPOINTMENTS

Sl. No	*Name*	*Address*	*C. A. No.*	*Remarks*
1.				
2.				
3.				
4.				

Total No. of agents appointed.......................

since the beginning of the financial year....................

(b) CANCELLATIONS.

Sl. No.	*Name*	*Address*	*C. A. No.*	*Remarks*
1.				
2.				
3.				
4.				

Total No. of agencies terminated since the beginning of the financial year...

Total number of authorised agents in possession of valid certificate of authority on the last day of the month.........................

Certified that in every case of appointment, the counterfoil of the C. A. has been sent to the appropriate Issuing/Paying Authority and that in every case of cancellation of a C. A. the authorities concerned have been informed.

Signature.........................
&
Designation of Appointing Authority

Dated

FORM AAS-8

GOVERNMEMT OF INDIA

NATIONAL SAVINGS ORGANISATION

Statement of Commission paid to Authorised Agents during the month of....................

1. No. of Agents appointed during the month ....
2. No. of C. As. cancelled during the month ....
3. Progressive total of Authorised Agents working at the end of the month. ....
4. Amount of Commission paid during the month. ....
5. Progresive total of Commission paid since the beginning of the Financial year ....

Signature......................

Designation.....................

Paying Authority...............

FORM AAS—9

Register of Authorised Agents in the District of..............................

Code No: of District..................................

Sl. No.	Date of Appointment	Name of the Agent	Security furnished	Amount of Security	Name of sureties furnished	Amount of cash Surety	Issuing/Paying office to which attached		Maximum value of R. Bks to which entitled	Initials of Clerk	Initials of office	Date of Termination	Remarks
1	2	3	4 (a)	4 (b)	5 (a)	5 (b)	6(a)	6(b)	7	8	9	10	11
							H. P. Treasury Office.						